

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
ATLANTA BRANCH OFFICE

5

SUNTORY WATER GROUP, INC.
d/b/a CRYSTAL SPRINGS WATER CO.

10

and

Case 12-CA-22468-1

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 385, AFL-CIO

15

Dallas L. Manuel II, Esq.,
for the Government.

John W. Campbell, Esq., and
David P. Steffen, Esq.,
for the Company.

20

Gary Brown Vice President/Business
Agent, for the Union.

BENCH DECISION

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Statement of the Case

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WILLIAM N. CATES, Administrative Law Judge: This is an interfering with employee rights case. At the close of trial in Orlando, Florida on May 14, 2003, and after hearing oral argument by Government, and Company Counsel, I issued a Bench Decision pursuant to Section 102.35(a)(10) of the National Labor Relations Board's (Board) Rules and Regulations setting forth findings of fact and conclusions of law.

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For the reasons, specifically including credibility determinations, stated by me on the record at the close of the trial, I found Suntory Water Group, Inc. d/b/a Crystal Springs Water Co. (Company) violated Section 8(a)(1) of the National Labor Relations Act, as amended, (Act), on or about April 15, 2002, at its Orlando, Florida facility, acting through its supervisor and agent District Sales Manager Vinnie Cusmano (District Sales Manger Cusmano), by interrogating its employees about their membership in, activities on behalf of, and sympathies for International Brotherhood of Teamsters, Local 385, AFL-CIO (Union). I also concluded the Company violated Section 8(a)(1) of the Act on or about June 11, 2002, at its Orlando, Florida facility, acting through its supervisor and agent District Sales Manager Duane Daniels, by interrogating its employees about their

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membership in, activities on behalf of, and sympathies for the Union and by soliciting employees to abandon their support for the Union.

5 I certify the accuracy of the portion of the transcript, as corrected,¹ pages 144 to 160, containing my Bench Decision, and I attach a copy of that portion of the transcript, as corrected, as “Appendix A.”

Conclusions of Law

10 The Company is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act; that it violated the Act in the particulars and for the reasons stated at trial and summarized above and that its violations have affected and, unless permanently enjoined, will continue to affect commerce within the meaning of Section 2(6) and (7) of the Act.

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REMEDY

20 Having found that the Company has engaged in certain unfair labor practices, I find it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

25 I recommend the Company be required, within 14 days after service by the Region, to post at its Orlando, Florida, facility, an appropriate “Notice to Employees,” copies of which are attached hereto as “Appendix B” for a period of 60 consecutive days in order that employees may be apprised of their rights under the Act and the Company’s obligation to remedy its unfair labor practices.

30 On these conclusions of law, and on the entire record, I issue the following recommended:²

ORDER

35 The Company, Suntory Water Group, Inc. d/b/a Crystal Springs Water Co., its officers, agents, successors and assigns shall:

1. Cease and desist from:

40 (a) Interrogating employees about their membership in, activities on behalf of, and sympathies for the Union.

¹ I have corrected the transcript pages containing my Bench Decision and the corrections are as reflected in attached Appendix C.

² If no exceptions are filed as provided by Section 102.46 of the Board’s Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Section 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(b) Asking employees to solicit other employees to abandon their support for the Union.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Within 14 days after service by the Regional Director of Region 12 of the National Labor Relations Board, post at its Orlando, Florida, facility copies of the attached notice marked "Appendix B"³ Copies of the Notice, on forms provided by the Regional Director for Region 12 after being signed by the Company's authorized representative shall be posted by the Company and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken to ensure that the notices are not altered, defaced or covered by any other material. In the event that during the pendency of these proceedings the Company has gone out of business or closed the facility involved in these proceedings, the Company shall duplicate and mail, at its own expense, a copy of the Notice to Employees, to all employees employed at the facility in question by the Company on or at any time since April 15, 2002.

(b) Within 21 days after service by the Region, file with the Regional Director for Region 12 of the National Labor Relations Board sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Company has taken to comply.

Dated at Washington D.C.

William N. Cates
Associate Chief Judge

³ If this Order is enforced by a Judgement of the United States Court of Appeals, the words in the notice reading, "**POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD**" shall read: "**POSTED PURSUANT TO A JUDGEMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD**".

JD(ATL)—39—03
Orlando, FL

EVENING SESSION

JUDGE CATES: On the record.

This is my decision in the matter of Suntory Water Group, Inc., d/b/a Crystal Springs Water Co., herein Company, Case 12-CA-22468-1.

First, I wish to thank the parties for the presentation of the witnesses, exhibits and other evidence. Each of you are a credit to the party you represent and I thank you.

May I also state that it has been a pleasure being in Orlando, Florida.

This is an unfair labor practice case prosecuted by the National Labor Relations Board's, herein Board, General Counsel, herein Government Counsel, acting through the Regional Director for Region 12 of the Board following an investigation by Region Twelve's staff.

The Regional Director for Region 12 of the Board issued a Complaint and Notice of Hearing, herein Complaint, on November 25, 2002, based upon an unfair labor practice charge filed by

1 International Brotherhood of Teamsters, Local 385, AFL-CIO,
2 herein union, on September 3, 2002 and amended on November 12,
3 2002. Certain facts are admitted, stipulated or undisputed.

4 It is essential that I set forth certain of those facts at
5 this point in my bench decision, which I shall now do.

6 It is admitted the company is a Delaware corporation with
7 an office and place of business located in Orlando, Florida
8 where it is engaged in the production, sale and distribution of
9 bottled water.

10 During the twelve-month period ending November 25, 2002, a
11 representative period, the company purchased and received at its
12 above referenced location goods valued in excess of \$50,000
13 directly from suppliers located outside the State of Florida.
14 The parties admit the evidence establishes and I find, the
15 company has been at all times material here in and continues to
16 be an employer engaged in commerce within the meaning of Section
17 2(2), (6), and (7) of the National Labor Relations Act as
18 amended, herein Act.

19 The parties admit and I find the union is a labor
20 organization within the meaning of Section 2(5) of the Act.

21 The parties admit and I find that District Sales Managers
22 Vinnie Cusmano, herein District Sales Manager Cusmano and
23 District Sales Manager Duane Daniels, herein District Sales
24 Manager Daniels are supervisors and agents of the company within
25 the meaning of Section 2(11) and (13) of the Act.

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1 The specific contested complaint allegations are that on or
2 about April 15, 2002, District Manager Cusmano at the company's
3 facility interrogated employees about their membership in,
4 activities on behalf of and sympathies for the union. It is
5 also alleged that on or about June 11, 2002, at the company's
6 facility District Sales Manager Daniels interrogated employees
7 about their membership in, activities on behalf of, and
8 sympathies for the union and asked employees to solicit
9 employees to abandon their support for the union.

10 It is alleged the company's conduct as I have just
11 described violates Section 8(a)(1) of the Act.

12 The company, in its answer, admits certain allegations of
13 the Complaint but denies having violated the Act in any manner
14 alleged in the Complaint.

15 This company, which engages in the production, sale and
16 distribution of bottled water, employs employees in each of
17 those categories. That is, they employ individuals in the
18 production, sale and distribution of bottled water.

19 This case, however, centers around the hiring interviews of
20 two employees for employment into the route sales associate and
21 route sales driver positions. Route sales associates do not
22 have a specifically assigned or bid for route, whereas route
23 sales drivers do. All regular, full-time and part-time drivers
24 and route salesmen are represented by the union.

25 The Board in representation case 12-RC-8707, certified the
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1 union as the collective bargaining representative on November 8,
2 2001.

3 The parties negotiated for a collective bargaining
4 agreement and in late November 2002 the union ratified a
5 collective bargaining agreement with the company for the drivers
6 and route sales persons, which collective bargaining agreement
7 was executed by the parties in February 2003. There is
8 currently a de-certification petition, Case 12-RD-934, pending
9 which is blocked by the unfair labor practice proceeding herein.

10 The company from time to time finds itself in need of, and
11 after following certain long maintained interviewing procedures,
12 hires new route sales associates and route sales drivers. It
13 appears the company requires new applicants to attend or
14 participate in a ride along with a route sales driver before an
15 applicant can be interviewed.

16 Route Sales Driver Angelo Battaglia explained the ride
17 along as giving the applicant an opportunity to see if the
18 applicant liked the job and the work and for the company to see
19 if the applicant could perform or do the work required. The
20 ride along is where the applicant rides in the delivery truck
21 with a route sales driver for a full day of work. It is only
22 after the ride along that applicants are actually interviewed
23 for a job with the company.

24 Route Sales Driver Battaglia testified he filed an
25 application for employment with the company and thereafter was
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1 called to the company for a ride along. He stated his ride
2 along was conducted by District Sales Manager Cusmano because
3 Cusmano was filling in for an absent route sales driver.

4 Battaglia testified that after his ride along he was
5 required to take a drug test, a stress test and to undergo a
6 background investigation. Battaglia was interviewed by District
7 Sales Manager Cusmano on or about April 15, 2002. The interview
8 took place in the company conference room near the customer
9 service area. No one else was present for the interview other
10 than Cusmano and Battaglia. District Sales Manager Cusmano had
11 a notebook with him in which he had Battaglia's application for
12 employment along with a multi-page company interview guide
13 document.

14 According to Battaglia, Cusmano from time to time referred
15 to the interview guide and took notes during the interview.
16 Although Battaglia had difficulty recalling all that was said in
17 the approximately thirty minute interview, he recalled his past
18 work experience was discussed and that District Sales Manager
19 Cusmano asked him to explain how he would handle an upset
20 customer situation. Battaglia stated Cusmano did not ask him
21 all of the questions in the company's interview guide because he
22 said it wasn't necessary because Cusmano and he had been
23 together all day on a ride along.

24 According to Battaglia, Cusmano stated "There is a union
25 trying to come in here," but did not explain himself. Battaglia
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1 testified Cusmano asked him, "How do you feel about that?"
2 Battaglia said that put him on the spot. Battaglia asked why
3 the union was trying to come in and what benefits they wanted.
4 Battaglia testified Cusmano stated they wanted about \$5,000 in
5 benefits. Battaglia said he perked up his eyebrows when he
6 heard \$5,000 in benefits but he could not recall whatever
7 Cusmano told him the drivers wanted. But he remembered
8 specifically telling District Sales Manager Cusmano it sounded
9 like the drivers were crying.

10 Battaglia testified he was at that point offered a job with
11 the company. Battaglia first worked as a route sales associate
12 and thereafter became a route sales driver, a position he
13 currently holds with the company.

14 District Sales Manager Cusmano testified he did, in fact,
15 interview Battaglia for employment with the company immediately
16 following a ride along he conducted with Battaglia. Cusmano
17 explained that the ride along with Battaglia went very well.
18 That Battaglia pitched in from the start, helping him out with
19 the delivery of water and that Battaglia was good dealing with
20 people.

21 District Sales Manager Cusmano explained that at the
22 conclusion of the ride along he knew he wanted to hire Battaglia
23 because he wanted a fellow like Battaglia working for him.
24 Cusmano explained he conducted an interview with Battaglia but
25 that it was just a formality because he already knew he wanted
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1 to hire Battaglia.

2 District Sales Manager Cusmano explained his interview with
3 Battaglia was somewhat different from the normal procedure he
4 followed because he had been with Battaglia all day long on a
5 ride along. Cusmano testified that, in the 35 to 40 minute
6 interview in the conference room, he only had the interview
7 guide and the employment application but no notebook or other
8 papers. Cusmano explained he asked five or six questions from
9 the interview guide and told Battaglia about the position and
10 the responsibilities that went along with it.

11 According to District Sales Manager Cusmano, mention was
12 made early in the day that the company was involved with the
13 union. Cusmano also told Battaglia in the interview that there
14 was a union at the company. Cusmano said he informed Battaglia
15 as a courtesy to him. Cusmano stated he said the union was the
16 Teamsters and that Battaglia would fall under the umbrella of
17 the union as a route sales driver. Cusmano said he told
18 Battaglia that Battaglia's decision to join or not join the
19 union was Battaglia's and that it made no difference to him.

20 According to Cusmano, Battaglia said, it didn't make any
21 difference to him either, that he just wanted to make money for
22 his family. Cusmano specifically denied asking Battaglia any
23 questions about the union.

24 Before I go any further, this case ,as in most cases,
25 requires credibility resolutions. In arriving at my credibility
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1 resolutions I carefully observed the two witnesses as they
2 testified and have utilized such in arriving at the facts
3 herein. That is the two witnesses from both sides of the issue.

4 I have also considered each witness' testimony in relation
5 to other witnesses' testimony and in light of the exhibits
6 presented herein. If there is any evidence that might seem to
7 contradict the credited facts I shall set forth, I have not
8 ignored such evidence but rather had discredited or rejected it
9 as not reliable or trustworthy. I have considered the entire
10 record in arriving at the facts herein.

11 This is a hard credibility determination for the two
12 individuals involved in this particular credibility resolution,
13 namely District Sales Manager Cusmano and Route Sales Driver
14 Battaglia, are admittedly good friends and it appears they still
15 are today. Yet I am required to determine which of these two
16 friends spoke the truth.

17 I am not fully persuaded that either of them came to court
18 to deliberately misstate the truth. I am, however, persuaded it
19 is a matter of a failure to fully recall the crucial facts
20 herein.

21 Taking in the overall context of this case, I am persuaded,
22 based in part on demeanor, that Battaglia's recollection is more
23 accurate than that of Cusmano's. I am persuaded that when
24 Cusmano was admittedly advising Battaglia about the presence of
25 Teamsters at the company and their attempts to get in at the
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1 company that he asked Battaglia as Battaglia credibly testified,
2 how he felt about that. That is just a logical follow-up
3 question.

4 Battaglia's testimony, how that he was offered employment
5 immediately after he stated it appeared the drivers were just
6 crying in their demands, has a certain ring of believability
7 about it. The fact that Battaglia is still employed by the
8 company and that both he and Cusmano find themselves to be still
9 friends lends credence to Battaglia's testimony regarding the
10 question I find Cusmano asked about the union.

11 Does the question constitute unlawful interrogation?

12 Interrogation is not by itself a per se violation of
13 Section 8(a)(1) of the Act. The test for determining the
14 legality of employee interrogation regarding union sympathies is
15 whether under all the circumstances the interrogation reasonably
16 tends to restrain or interfere with employees in the exercise of
17 their statutory rights. Mathews Readymix, Inc., 324 NLRB 1005
18 at 1007 (1997).

19 Under this totality of circumstance approach such factors
20 as whether the interrogated employee is an open or active
21 supporter of the union, the background surrounding the
22 interrogation, the nature and purpose of the information sought,
23 the identity of the questioner and the place and/or method of
24 the interrogation, are examined. See Rossmore House Hotel, 269
25 NLRB 1176 (1984), enforced sub nom., Hotel Employees and
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1 Restaurant Employees Union v. NLRB, 760 F.2d 1006 (9th Cir.
2 1985) and Bourne Co. v. NLRB, 332 F.2d 47 (2nd Cir. 1994). See
3 also MedCare Associates, Inc., 330 NLRB 935, 939 (2000).

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5 The factors that are referred to as the Bourne factors are,
6 one, the background. That is, is there a history of employer
7 hostility. Two, the nature of the information sought. For
8 example, did the interrogator appear to be seeking information
9 on which to base taking action against individual employees?
10 Three, the identity of the questioner. That is, how high was
11 he in the company hierarchy. Four, the place and method of the
12 interrogation. For example, was the employee called from work
13 to the boss' office? And five, the truthfulness of the reply.

14 These Bourne factors are not to be mechanically applied but
15 rather to be useful indicia that serve as a starting point for
16 assessing the totality of the circumstances. That the
17 interrogation may be courteous and low keyed instead of
18 boisterous, rude or profane, does not alter the case.

19 I am persuaded for the following reasons that the
20 interrogation of Battaglia by Cusmano violates the Act. First,
21 it does not appear that Battaglia had revealed his sympathies
22 toward union representation. Second, the question arose at a
23 time when the parties were still negotiating toward a collective
24 bargaining agreement. Third, no valid reason was advanced for
25 the questioning. Fourth, the questioning took place in the
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1 conference room where it appears all hiring interviews and
2 actual hiring takes place. Fifth, Cusmano is the second level
3 of management at this location and it takes place during a
4 specific hiring interview.

5 Thus, I find District Manager Cusmano unlawfully and
6 coercively interrogated Battaglia about his union sympathies in
7 violation of Section 8(a)(1) of the Act.

8 Former Route Sales Driver Corey Merritt testified he made
9 application for employment at the company while he was in the
10 area of the company making application for employment at still
11 another employer. After providing his resume and later filling
12 out an application for employment he was invited by the company
13 to come in for a ride along.

14 After being initially spoke to by two other management
15 persons, Merritt testified he was interviewed by District Sales
16 Manager Daniels. Daniels had worked that day and the mid June
17 2002 interview did not commence until around six p.m. in the
18 evening.

19 According to Merritt, Daniels had to wash up from his day's
20 work and then settled in to conducting the interview. Merritt
21 testified Daniels had a copy of the company's interview guide
22 and his, Merritt's, employment application.

23 Merritt testified they first got to know a little about
24 each other and then discussed Merritt's prior work experience.

25 Merritt testified District Sales Manager Daniels explained
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1 that the company was going to a new tracking system by Oracle
2 that would make the driver's job easier with less paperwork.
3 Merritt testified Daniels asked him to name an occasion when he,
4 Merritt, went out of his way to satisfy a customer.

5 Merritt recalled a time when he was delivering a heavy
6 package to a customer and that the customer wanted the package
7 placed in the customer's attic because it was a surprise gift.
8 Merritt explained he placed the heavy item in the customer's
9 attic to the customer's satisfaction.

10 According to Merritt, District Sales Manager Daniels was
11 very pleased with his response and then only asked a couple of
12 questions from the company's interview guide. Merritt testified
13 District Sales Manager Daniels continually returned to the
14 subject matter of the company changing the way it was doing
15 things and going to an Oracle computer-related method of
16 tracking and accounting for products and product delivery.

17 According to Merritt, District Sales Manager Daniels
18 lowered his voice and stated the company had a lot of changes
19 and said, "The Teamsters was trying to come in at the company."

20 Merritt testified Daniels flipped through his application
21 for employment and noted he had worked for United Parcel
22 Services. Merritt acknowledged he had worked for UPS and
23 Daniels asked if that was a Teamsters job. Merritt responded it
24 was and District Sales Manager Daniels asked how he felt about
25 the Teamsters. Merritt testified he told District Sales Manager
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1 Daniels that the Teamsters had done nothing for him. That when
2 the Teamsters struck UPS in 1997, he was to have been given \$75
3 strike benefit payments but was only given \$25 strike benefit
4 payments.

5 Merritt said he told District Sales Manager Daniels that
6 the Teamsters took his \$40 per month union dues but that the
7 Teamsters did nothing for him.

8 Merritt testified he told Daniels the Teamsters promised
9 job security but that he got his own job security by doing a
10 good job. Merritt testified District Sales Manager Daniels then
11 told him welcome aboard and told him to talk with the other
12 drivers and tell them the Teamsters is not the way to go and to
13 tell the drivers about the Teamsters 1997 strike.

14 District Sales Manager Daniels testified he interviewed
15 Merritt mainly because he, Daniels, was the late supervisor on
16 duty the day that Merritt was to be interviewed. Daniels
17 testified the interview started at the end of the workday at
18 approximately six p.m.

19 The interview was just between the two of them in the
20 conference room at the company. Daniels testified he only had
21 Merritt's employment application and the company's interview
22 guide with him at the time of the interview.

23 Daniels explained he sat down with Merritt, went through
24 the history of the company and where the company was headed.
25 Daniels explained the company was going to a new computer
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1 assisted program with Oracle and explained how that would
2 benefit or aid the route sales drivers by making their jobs
3 easier, better and would eliminate paperwork on the part of the
4 drivers. Daniels testified he only mentioned Oracle once and
5 did not thereafter repeat himself on that subject matter.

6 District Sales Manager Daniels testified he noted to
7 Merritt that his application reflected he had worked for United
8 Parcel Service which was also a customer service driver
9 business. Daniels specifically denied the subject matter of a
10 union strike, union dues or the like ever came up in the job
11 interview.

12 Daniels testified he asked Merritt what he ever did to go
13 over and above what was expected for a customer. Daniels
14 explained that Merritt's answer convinced him Merritt was top
15 notch and would make a great employee for the company.

16 District Sales Manager Daniels testified he let Merritt
17 know during the interview that there was a union at the company
18 and that they were working toward a contract. Daniels
19 specifically denied asking Merritt if there was a union at UPS
20 or anywhere else and stated there was no talk about a 1997
21 strike by the Teamsters at UPS, nor was any mention made of a
22 strike fund.

23 Daniels testified he explained the company's pay structure
24 to Merritt and then extended an offer of employment to Merritt.
25 Daniels then obtained a copy of Merritt's social security card
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1 and driver's license and provided Merritt forms for Merritt to
2 obtain a physical examination, a stress test and a background
3 check.

4 Daniels denied any other questions arose about the union
5 and specifically denied he asked Merritt how he felt about the
6 union or that he directed Merritt to tell other employees about
7 his experiences with the union.

8 Again, a credibility resolution is necessary. This time
9 it's not as much so a misrecollection as it is that one person
10 is simply not telling the full truth. Here is a situation where
11 one witness testifies statements were made while the other
12 witness, the only other witness to the alleged conversation,
13 categorically states no such comments were made.

14 Based on demeanor, the detail in his testimony and the
15 probabilities, I credit the testimony of Route Sales Driver
16 Merritt. Merritt impressed me as a careful, thoughtful and
17 somewhat articulate witness who recalled events with believable
18 detail.

19 I am persuaded that at least two of the four district sales
20 managers have an interest in advising applicants that there is a
21 union at the company and that it is the Teamsters. That is the
22 union at that facility and that they have an interest in knowing
23 how applicants feel about the Teamsters. I am persuaded Daniels
24 asked Merritt if his UPS job was a Teamsters job and when
25 Merritt said it was, that District Sales Manager Daniels asked
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1 him how he felt about the Teamsters.

2 I am likewise persuaded that when Merritt expressed his
3 displeasure with the Teamsters, Daniels offered him employment
4 and asked him to talk with the other drivers and tell them the
5 Teamsters was not the way to go and to tell the other drivers
6 about the Teamsters' 1997 strike at UPS.

7 Does District Sales Manager Daniels statements to Merritt
8 that I find were made violate the Act? I am fully persuaded
9 they do.

10 No valid purpose was expressed to Merritt as to why he,
11 District Sales Manager Daniels or for that matter the company,
12 needed to know how Merritt felt about the Teamsters Union. The
13 questioning about the Teamsters came in Merritt's job interview
14 and took place in the conference room where hiring decisions are
15 made by the company. It was after Merritt expressed
16 dissatisfaction for the Teamsters that he was immediately
17 offered employment.

18 I find Daniels' questioning Merritt about the Teamsters
19 Union, as just described, was coercive and violated the Act. It
20 is also clear from the credited testimony that the company
21 through District Sales Manager Daniels unlawfully solicited or
22 asked Merritt to tell other route sales drivers about his
23 unfavorable experience with the Teamsters and for him to solicit
24 that they abandon their support for the union.

25 Such conduct on the part of the company through its Sales
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1 Manager Daniels violates Section 8(a)(1) of the Act, and I so
2 find.

3 After the court reporter provides me, within approximately
4 ten days, a copy of the transcript of this proceeding, I will
5 certify to the Board those pages of the transcript that
6 constitute my decision.

7 I will make any corrections that are necessary there on and
8 make an attachment as to specifically what, if any, those
9 corrections are. I will also attach to the certification an
10 appropriate notice that I will direct that the company post to
11 correct or remedy the unfair labor practices that I find have
12 been committed.

13 After I have certified my bench decision to the Board, I
14 invite your attention to the Board's rules and regulations for
15 the procedure to take exceptions if any party cares to file
16 exceptions thereto.

17 It is only after I file my certified bench decision with
18 the Board that it is my understanding that the time for
19 appealing or taking exceptions to the decision runs. However, I
20 specifically direct your attention to the Board's rules and
21 regulations with respect to taking exceptions to the decision if
22 any need be taken.

23 Let me state again that I thank the parties for their
24 presentation of the evidence and it has been a pleasure being in
25 Orlando, Florida. And this trial is closed.

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JD(ATL)—39—03
Orlando, FL

APPENDIX B

NOTICE TO EMPLOYEES
Posted by the Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT interrogate our employees about their membership in, activities on behalf of and sympathies for the International Brotherhood of Teamster, Local 385, AFL-CIO.

WE WILL NOT ask our employees to solicit other employees to abandon their support for the Union.

WE WILL NOT in any like or related manner interfere with, restrain or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

SUNTORY WATER GROUP, INC.
d/b/a CRYSTAL SPRINGS WATER CO.
(Employer)

Dated: _____

By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal Agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov

201 East Kennedy Boulevard, South Trust Plaza, Suite 530, Tampa, FL 33602-5824
(813) 228-2641, Hours: 8 a.m. to 4:30 p.m.

JD(ATL)—39—03

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM
THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR
COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS
NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE
ABOVE REGIONAL OFFICE'S,

COMPLIANCE OFFICER, (813) 228-2662

APPENDIX C

PAGE(S)	LINE(S)	DELETE	INSERT
144	3-8	lines 3-8	
144	10	Company	Co.
144	17	DECISION	
144	19	Board	Board's
144	19		“,” after Board
145	2	6	3
153	3	Westwood Health Care Center	MedCare Associates, Inc.
153	3	No., 141 at slip op.	935, 939 (2002).
153	4	p. 5 (March 20, 2000)	
160	7	correction	corrections